

346. Immediately prior to May 1, 2002, Bank of the Sierra ("Sierra") was a customer of NOS/ANI d/b/a CierraCom Systems.
347. On or about May 1, 2002, Sierra's telephone number was 559/782-4900.
348. On or about May 1, 2002, Sierra was located at 86 North Main Street, Porterville, CA 93257.
349. On or about May 1, 2002, Sierra switched its preferred IntraLATA Service provider from NOS/ANI.
350. After Sierra had switched its IntraLATA Service provider from NOS/ANI, a NOS/ANI employee contacted Sierra for the purpose of inducing Sierra to switch its service provider back to NOS/ANI.
351. During the contact, the NOS/ANI employee utilized the Winback Script.
352. If the NOS/ANI employee convinced Sierra to sign a NOS/ANI LOA, NOS/ANI intended to use that document as authorization under section 258 of the Act and sections 64.1120(c) and 64.1130 of the Commission's Rules to switch Sierra's telephone service provider back to NOS/ANI.
353. After Sierra had switched its service provider from NOS/ANI, a NOS/ANI employee contacted Sierra and represented that Sierra's new carrier switch was incomplete and that NOS/ANI was still showing call traffic from Sierra.
354. The NOS/ANI employee's statement that Sierra's new carrier switch was incomplete and that NOS/ANI was still showing call traffic from Sierra was false.

355. At the time of the statement, the NOS/ANI employee knew that its statement that Sierra's new carrier switch was incomplete and NOS/ANI was still showing call traffic from Sierra was false.
356. NOS/ANI Management knew that, at the time of the statement, the statement that Sierra's new carrier switch was incomplete and that NOS/ANI was still showing call traffic from Sierra was false.
357. After Sierra had switched its service provider from NOS/ANI, a NOS/ANI employee contacted Sierra and represented that Sierra's telephone service would be interrupted unless Sierra signed a NOS/ANI LOA to keep the lines up and running until the new carrier could finish switching the lines.
358. The NOS/ANI employee's statement that Sierra's telephone service would be interrupted unless Sierra signed a NOS/ANI LOA to keep the lines up and running until the new carrier could finish switching the lines was false.
359. At the time of the statement, the NOS/ANI employee knew that its statement that Sierra's telephone service would be interrupted unless Sierra signed a NOS/ANI LOA to keep the lines up and running until the new carrier could finish switching the lines was false.
360. NOS/ANI Management knew that, at the time of the statement, the statement that Sierra's telephone service would be interrupted unless Sierra signed a NOS/ANI LOA to keep the lines up and running until the new carrier could finish switching the lines was false.

361. After Sierra had switched its service provider from NOS/ANI, a NOS/ANI employee contacted Sierra and represented that Sierra had to sign a NOS/ANI LOA by the close of the call to avoid an interruption in service.
362. The NOS/ANI employee's statement that Sierra had to sign a NOS/ANI LOA by the close of the call to avoid an interruption in service was false.
363. At the time of the statement, the NOS/ANI employee knew that its statement that Sierra had to sign a NOS/ANI LOA by the close of the call to avoid an interruption in service was false.
364. NOS/ANI Management knew that, at the time of the statement, the statement that Sierra had to sign a NOS/ANI LOA by the close of the call to avoid an interruption in service was false.
365. Sierra signed a NOS/ANI LOA after the contact from the NOS/ANI employee.
366. On or about May 16, 2002, NOS/ANI used the LOA to switch Sierra's IntraLATA Service back to NOS/ANI.
367. Sierra did not authorize NOS/ANI to switch its service provider back to NOS/ANI.
368. The NOS/ANI employee used misleading statements or practices in attempt to induce Sierra to sign a NOS/ANI LOA.
369. If NOS/ANI obtained Sierra's authorization to switch its carrier to NOS/ANI by convincing Sierra to execute a NOS/ANI LOA, NOS/ANI did so through the use of misleading statements or practices.

370. *Sierra did not expressly, knowingly or willingly authorize NOS/ANI to switch its telephone service back to NOS/ANI.*

371. On or about July 16, 2002, Sierra again switched its service from NOS/ANI for both InterLATA and IntraLATA Service.

Becker Wagonmaster, Inc.

372. Immediately prior to April 3, 2002, Becker Wagonmaster, Inc. ("Becker") was a customer of NOS/ANI d/b/a CierraCom Systems.

373. On or about April 3, 2002, Becker's telephone number was 610/395-3745.

374. On or about April 3, 2002, Becker was located at 4611 Hamilton Road, Allentown, PA 18103.

375. On or about April 3, 2002, Becker switched its preferred IntraLATA Service provider from NOS/ANI.

376. On or about April 12, 2002, Becker switched its preferred InterLATA Service provider from NOS/ANI.

377. After Becker had switched its service provider from NOS/ANI, NOS/ANI employees contacted Becker numerous times for the purpose of inducing Becker to switch its service provider back to NOS/ANI.

378. During the contacts, the NOS/ANI employee utilized the Winback Script.

379. If on NOS/ANI employee convinced Becker to sign a NOS/ANI LOA, NOS/ANI intended to use that document as authorization under section 258 of the Act and sections 64.1120(c) and 64.1130 of the Commission's Rules to switch Becker's telephone service provider back to NOS/ANI.

380. *After Becker had switched its service provider from NOS/ANI, a NOS/ANI employee contacted Becker and represented Becker's telephone service would be cut off and the business would have no telephone service unless Becker signed a NOS/ANI LOA to keep the lines up and running.*
381. The NOS/ANI employee's statement that Becker's telephone service would be cut off and Becker would have no telephone service unless Becker signed a NOS/ANI LOA to keep the lines up and running was false.
382. At the time of the statement, the NOS/ANI employee knew that its statement that Becker's telephone service would be cut off and Becker would have no telephone service unless Becker signed a NOS/ANI LOA to keep the lines up and running was false.
383. NOS/ANI Management knew that, at the time of the statement, the statement that Becker's telephone service would be cut off and Becker would have no telephone service unless Becker signed a NOS/ANI LOA to keep the lines up and running was false.
384. Becker did not authorize NOS/ANI to switch its service provider back to NOS/ANI.
385. The NOS/ANI employee used misleading statements or practices in its attempt to induce Becker to sign a NOS/ANI LOA.
386. If NOS/ANI obtained Becker's authorization to switch its carrier to NOS/ANI by convincing Becker to execute a NOS/ANI LOA, NOS/ANI did so through the use of misleading statements or practices.

387. Becker did not expressly, knowingly or willingly authorize NOS/ANI to switch its telephone service back to NOS/ANI.
388. On or about April 16, 2002, Becker was switched back to NOS/ANI for InterLATA Service in error.
389. On or about June 20, 2002, Becker again switched its InterLATA Service from NOS/ANI.

Century 21 Assoc.

390. Immediately prior to March 19, 2002, Century 21 Associates ("Century") was a customer of NOS/ANI d/b/a Internet Business Association ("INETBA").
391. On or about March 19, 2002, Century's telephone number was 717/243-4929.
392. On or about March 19, 2002, Century was located at 398 East High Street, Carlisle, PA 17013.
393. On or about March 19, 2002, Century switched its preferred InterLATA and IntraLATA Service provider from NOS/ANI.
394. After Century had switched its service provider from NOS/ANI, a NOS/ANI employee contacted Century for the purpose of inducing Century to switch its service provider back to NOS/ANI.
395. During the contact, the NOS/ANI employee utilized the Winback Script.
396. In the NOS/ANI employee convinced Century to sign a NOS/ANI LOA, NOS/ANI intended to use that document as authorization under section 258 of the Act and sections 64.1120(c) and 64.1130 of the Commission's Rules to switch Century's service provider back to NOS/ANI.

397. After Century had switched its service provider from NOS/ANI, an employee of NOS/ANI contacted Century and represented that Century's new carrier switch was incomplete and that NOS/ANI was still showing call traffic from Century.
398. The NOS/ANI employee's statement that Century's new carrier switch was incomplete and that NOS/ANI was still showing call traffic from Century was false.
399. At the time of the statement, the NOS/ANI employee knew that its statement that Century's new carrier switch was incomplete and that NOS/ANI was still showing call traffic from Century was false.
400. NOS/ANI Management knew that, at the time of the statement, the statement that Century's new carrier switch was incomplete and that NOS/ANI was still showing call traffic from Century was false.
401. After Century had switched its service provider from NOS/ANI, a NOS/ANI employee contacted Century and represented that a NOS/ANI LOA would be a temporary authorization, effective only until the new carrier had completed the switch to its service.
402. The NOS/ANI employee's statement that a NOS/ANI LOA would be a temporary authorization, effective only until the new carrier had completed the switch to its service was false.
403. At the time of the statement, the NOS/ANI employee knew that its statement that a NOS/ANI LOA would be a temporary authorization, effective only until the new carrier had completed the switch to its service was false.

404. NOS/ANI Management knew that, at the time of the statement that a NOS/ANI LOA was only a temporary authorization until the new carrier completed the switch to its service, the statement was false.
405. NOS/ANI refused to release Century's 1-800 numbers to Century's preferred carrier.
406. By law, NOS/ANI must release Century's 1-800 numbers to Century's preferred carrier upon request by Century.
407. On March 27, 2002, Century signed a NOS/ANI LOA.
408. NOS/ANI used the LOA to switch Century's InterLATA and IntraLATA Service back to NOS/ANI, effective March 29, 2002.
409. Century did not authorize NOS/ANI to switch Century's InterLATA and IntraLATA Service provider back to NOS/ANI.
410. The NOS/ANI employee used misleading statements or practices in its attempt to induce Century to sign a NOS/ANI LOA.
411. If NOS/ANI obtained Century's authorization to switch its carrier to NOS/ANI by convincing Century to execute a NOS/ANI LOA, NOS/ANI did so through the use of misleading statements or practices.
412. Century did not expressly, knowingly or willingly authorize NOS/ANI to switch its telephone service back to NOS/ANI.
413. On April 11, 2002, Century again switched its telephone service away from NOS/ANI and added a PIC Freeze to its account.

Chicago Title Insurance Co.

414. Immediately prior to September 19, 2002, Chicago Title Insurance Company ("Chicago") was a customer of NOS/ANI.
415. On or about September 19, 2002, Chicago's telephone number was 603/472-3226.
416. On or about September 19, 2002, Chicago was located at 75 Federal Street, Suite 410, Boston, MA 02110.
417. On or about September 12, 2002, Chicago switched its preferred InterLATA and IntraLATA Service provider from NOS/ANI.
418. After Chicago had switched its service provider from NOS/ANI, a NOS/ANI employee contacted Chicago for the purpose of inducing Chicago to switch its service provider back to NOS/ANI.
419. During the contact, the NOS/ANI employee utilized the Winback Script.
420. In the NOS/ANI employee convinced Chicago to sign a NOS/ANI LOA, NOS/ANI intended to use that document as authorization under section 258 of the Act and sections 64.1120(c) and 64.1130 of the Commission's Rules to switch Chicago's telephone service provider back to NOS/ANI.
421. After Chicago had switched its service provider from NOS/ANI, a NOS/ANI employee contacted Chicago and represented that Chicago's new carrier switch was incomplete and that NOS/ANI was still showing call traffic from Chicago.
422. The NOS/ANI employee's statement that Chicago's new carrier switch was incomplete and that NOS/ANI was still showing call traffic from Chicago was false.

423. At the time of the statement, the NOS/ANI employee knew that its statement that Chicago's new carrier switch was incomplete and that NOS/ANI was still showing call traffic from Chicago was false.
424. NOS/ANI Management knew that, at the time of the statement, the statement that Chicago's new carrier switch was incomplete and that NOS/ANI was still showing call traffic from Chicago was false.
425. After Chicago had switched its service provider from NOS/ANI, a NOS/ANI employee contacted Chicago and represented that, if Chicago did not sign a NOS/ANI LOA, NOS/ANI would be keeping Chicago's lines up and running at a liability or risk to NOS/ANI.
426. The NOS/ANI employee's statement that, if Chicago did not sign a NOS/ANI LOA, NOS/ANI would be keeping Chicago's lines up and running at a liability or risk to NOS/ANI was false.
427. At the time of the statement, the NOS/ANI employee knew that its statement that if Chicago did not sign a NOS/ANI LOA, NOS/ANI would be keeping Chicago's lines up and running at a liability or risk to NOS/ANI was false.
428. NOS/ANI Management knew that, at the time of the statement, the statement that if Chicago did not sign a NOS/ANI LOA, NOS/ANI would be keeping Chicago's lines up and running at a liability or risk to NOS/ANI was false.
429. After Chicago had switched its service provider from NOS/ANI, a NOS/ANI employee contacted Chicago and represented that Chicago's telephone service would be interrupted unless Chicago signed a NOS/ANI LOA to keep the lines up and running until the new carrier could finish switching the lines.

430. The NOS/ANI employee's statement that Chicago's telephone service would be interrupted unless Chicago signed a NOS/ANI LOA to keep the lines up and running until the new carrier could finish switching the lines was false.
431. At the time of the statement, the NOS/ANI employee knew that its statement that Chicago's telephone service would be interrupted unless Chicago signed a NOS/ANI LOA to keep the lines up and running until the new carrier could finish switching the lines was false.
432. NOS/ANI Management knew that, at the time of the statement, the statement that Chicago's telephone service would be interrupted unless Chicago signed a NOS/ANI LOA to keep the lines up and running until the new carrier could finish switching the lines was false.
433. After Chicago had switched its service provider from NOS/ANI, a NOS/ANI employee contacted Chicago and represented that Chicago had to sign a NOS/ANI LOA by the close of the call to avoid an interruption in service.
434. The NOS/ANI employee's statement that Chicago had to sign a NOS/ANI LOA by the close of the call to avoid an interruption in service was false.
435. At the time of the statement, the NOS/ANI employee knew that the statement that Chicago had to sign a NOS/ANI LOA by the close of the call to avoid an interruption in service was false.
436. NOS/ANI Management knew that, at the time of the statement, the statement that Chicago had to sign a NOS/ANI LOA by the close of the call to avoid an interruption in service was false.

437. After Chicago had switched its service provider from NOS/ANI, a NOS/ANI employee contacted Chicago and represented that a NOS/ANI LOA would be a temporary authorization, effective only until the new carrier had completed the switch to its service.
438. The NOS/ANI employee's statement that a NOS/ANI LOA would be a temporary authorization, effective only until the new carrier had completed the switch to its service, was false.
439. At the time of the statement, the NOS/ANI employee knew that its statement that a NOS/ANI LOA would be a temporary authorization, effective only until the new carrier had completed the switch to its service was false.
440. NOS/ANI Management knew that, at the time of the statement, the statement that a NOS/ANI LOA would be a temporary authorization, effective only until the new carrier had completed the switch to its service, was false.
441. Chicago did not authorize NOS/ANI to switch its service provider back to NOS/ANI.
442. The NOS/ANI employee used misleading statements or practices in its attempt to induce Chicago to sign a NOS/ANI LOA.
443. If NOS/ANI obtained Chicago's authorization to switch its carrier to NOS/ANI by convincing Chicago to execute a NOS/ANI LOA, NOS/ANI did so through misleading statements or practices.
444. Chicago did not expressly, knowingly or willingly authorize NOS/ANI to switch its telephone service back to NOS/ANI.

445. *During the period September 2002 to March 2003, Chicago and NOS/ANI were in contact repeatedly, during which contacts Chicago made complaints concerning NOS/ANI's service, billing, and/or slamming practices.*
446. Attachment T is a true and accurate copy of a letter from Chicago to NOS/ANI dated March 5, 2003, stating that, effective April 1, 2003, arrangements between Chicago and NOS/ANI were terminated and no further invoices would be paid.

*EarthAction Alerts Network*

447. Immediately prior to June 6, 2002, EarthAction Alerts Network ("EarthAction") was a customer of NOS/ANI d/b/a QuantumLink Communications.
448. On or about June 6, 2002, EarthAction's telephone number was 413/549-8118.
449. On or about June 6, 2002, EarthAction was located at 30 Cottage Street, Amherst, MA 01002.
450. On or about June 6, 2002, EarthAction switched its preferred InterLATA and IntraLATA Service provider from NOS/ANI.
451. After EarthAction had switched its service provider from NOS/ANI, a NOS/ANI employee contacted EarthAction for the purpose of inducing EarthAction to switch its service provider back to NOS/ANI.
452. During the contact, the NOS/ANI employee utilized the Winback Script.
453. In the NOS/ANI employee convinced EarthAction to sign a NOS/ANI LOA, NOS/ANI intended to use that document as authorization under section 258 of

the Act and sections 64.1120(c) and 64.1130 of the Commission's Rules to switch EarthAction's telephone service provider back to NOS/ANI.

454. After EarthAction had switched its preferred service provider from NOS/ANI, a NOS/ANI employee contacted EarthAction and represented that EarthAction's new carrier switch was incomplete and NOS/ANI was still showing call traffic from EarthAction.

455. The NOS/ANI employee's statement that EarthAction's new carrier switch was incomplete and that NOS/ANI was still showing call traffic from EarthAction was false.

456. At the time of the statement, the NOS/ANI employee knew that its statement that EarthAction's new carrier switch was incomplete and that NOS/ANI was still showing call traffic from EarthAction was false.

457. NOS/ANI Management knew that, at the time of the statement, the statement that EarthAction's new carrier switch was incomplete and that NOS/ANI was still showing call traffic from EarthAction was false.

458. After EarthAction had switched its service provider from NOS/ANI, a NOS/ANI employee contacted EarthAction and represented that EarthAction had to sign a NOS/ANI LOA by the close of the call to avoid an interruption in service.

459. The NOS/ANI employee's statement that EarthAction had to sign a NOS/ANI LOA by the close of the call to avoid an interruption in service was false.

460. *At the time of the statement, the NOS/ANI employee knew that its statement that EarthAction had to sign a NOS/ANI LOA by the close of the call to avoid an interruption in service was false.*
461. NOS/ANI Management knew that, at the time of the statement, the statement that EarthAction had to sign a NOS/ANI LOA by the close of the call to avoid an interruption in service was false.
462. After EarthAction had switched its service provider from NOS/ANI, a NOS/ANI employee contacted EarthAction and represented that EarthAction could not change its long distance service provider.
463. The NOS/ANI employee's statement that EarthAction could not change its long distance service provider was false.
464. At the time of the statement, the NOS/ANI employee knew that its statement that EarthAction could not change its long distance service provider was false.
465. NOS/ANI Management knew that, at the time of the statement, the statement that EarthAction could not change its long distance service provider was false.
466. EarthAction signed a NOS/ANI LOA after the contact from the NOS/ANI employee.
467. On or about June 11, 2002, NOS/ANI switched EarthAction's telephone service back to NOS/ANI.
468. On or about June 11, 2002, NOS/ANI submitted and caused to be executed an unauthorized preferred carrier change for InterLATA, IntraLATA, and local service.

469. EarthAction did not authorize NOS/ANI to switch its service provider back to NOS/ANI.
470. The NOS/ANI employee used misleading statements or practices in its attempt to induce EarthAction to sign a NOS/ANI LOA.
471. If NOS/ANI obtained EarthAction's authorization to switch its carrier to NOS/ANI by convincing EarthAction to execute a NOS/ANI LOA, NOS/ANI did so through the use of misleading statements or practices.
472. EarthAction did not expressly, knowingly or willingly authorize NOS/ANI to switch its telephone service back to NOS/ANI.
473. On June 25, 2002, EarthAction again switched its InterLATA, IntraLATA, and local service telephone service from NOS/ANI.

Genisys Financial d/b/a Magellan Mortgage

474. Immediately prior to April 15, 2002, Genisys Financial d/b/a Magellan Mortgage ("Genisys") was a customer of NOS/ANI d/b/a CierraCom Systems.
475. On or about April 15, 2002, Genisys's telephone number was 949/722-1760.
476. On or about April 15, 2002, Genisys was located at 485 East 17th Street, Costa Mesa, CA 92627.
477. On or about April 15, 2002, Genisys switched its preferred InterLATA and IntraLATA Service provider from NOS/ANI.
478. After Genisys had switched its service provider from NOS/ANI, a NOS/ANI employee contacted Genisys for the purpose of inducing Genisys to switch its service provider back to NOS/ANI.
479. During the contact, the NOS/ANI employee utilized the Winback Script.

480. In the NOS/ANI employee convinced Genisys to sign a NOS/ANI LOA, NOS/ANI intended to use that document as authorization under section 258 of the Act and sections 64.1120(c) and 64.1130 of the Commission's Rules to switch Genisys's telephone service provider back to NOS/ANI.
481. After Genisys had switched its service provider from NOS/ANI, a NOS/ANI employee contacted Genisys and represented that the new carrier switch was incomplete and that NOS/ANI was still showing call traffic from Genisys.
482. The NOS/ANI employee's statement that Genisys's new carrier switch was incomplete and that NOS/ANI was still showing call traffic was false.
483. At the time of the statement, the NOS/ANI employee knew that its statement that Genisys's new carrier switch was incomplete and that NOS/ANI was still showing call traffic was false.
484. NOS/ANI Management knew that, at the time of the statement, the statement that Genisys's new carrier switch was incomplete and that NOS/ANI was still showing call traffic was false.
485. After Genisys had switched its service provider from NOS/ANI, a NOS/ANI employee contacted Genisys and represented that, if Genisys did not sign a NOS/ANI LOA, NOS/ANI would be keeping Genisys's lines up and running at a liability or risk to NOS/ANI.
486. The NOS/ANI employee's statement that, if Genisys did not sign a NOS/ANI LOA, NOS/ANI would be keeping Genisys's lines up and running at a liability or risk to NOS/ANI, was false.

487. At the time of the statement, the NOS/ANI employee knew that its statement that if Genisys did not sign a NOS/ANI LOA, NOS/ANI would be keeping Genisys's lines up and running at a liability or risk to NOS/ANI, was false.
488. NOS/ANI Management knew that, at the time of the statement, the statement that if Genisys did not sign a NOS/ANI LOA, NOS/ANI would be keeping Genisys's lines up and running at a liability or risk to NOS/ANI, was false.
489. After Genisys had switched its service provider from NOS/ANI, a NOS/ANI employee contacted Genisys and represented that Genisys's telephone service would be interrupted unless Genisys signed a NOS/ANI LOA to keep the lines up and running until the new carrier could finish switching the lines.
490. The NOS/ANI employee's statement that Genisys's telephone service would be interrupted unless Genisys signed a NOS/ANI LOA to keep the lines up and running until the new carrier could finish switching the lines was false.
491. At the time of the statement, the NOS/ANI employee knew that its statement that Genisys's telephone service would be interrupted unless Genisys signed a NOS/ANI LOA to keep the lines up and running until the new carrier could finish switching the lines was false.
492. NOS/ANI Management knew that, at the time of the statement, the statement that Genisys's telephone service would be interrupted unless Genisys signed a NOS/ANI LOA to keep the lines up and running until the new carrier could finish switching the lines was false.

493. *After Genisys had switched its service provider from NOS/ANI, a NOS/ANI employee contacted Genisys and represented that Genisys had to sign a NOS/ANI LOA by the close of the call to avoid an interruption in service.*
494. The NOS/ANI employee's statement that Genisys had to sign a NOS/ANI LOA by the close of the call to avoid an interruption in service was false.
495. At the time of the statement, the NOS/ANI employee knew that its statement that Genisys had to sign a NOS/ANI LOA by the close of the call to avoid an interruption in service was false.
496. NOS/ANI Management knew that, at the time of the statement, the statement that Genisys had to sign a NOS/ANI LOA by the close of the call to avoid an interruption in service was false.
497. After Genisys had switched its service provider from NOS/ANI, a NOS/ANI employee contacted Genisys and represented that a NOS/ANI LOA would be a temporary authorization, effective only until the new carrier had completed the switch to its service.
498. The NOS/ANI employee's statement that a NOS/ANI LOA would be a temporary authorization, effective only until the new carrier had completed the switch to its service, was false.
499. At the time of the statement, the NOS/ANI employee knew that its statement that a NOS/ANI LOA would be a temporary authorization, effectively only until the new carrier had completed the switch to its service, was false.

500. NOS/ANI Management knew that, at the time of the statement, the statement that a NOS/ANI LOA would be a temporary authorization, effective only until the new carrier had completed the switch to its service, was false.
501. Genisys signed a NOS/ANI LOA after the contact from the NOS/ANI employee.
502. On or about April 17, 2002, NOS/ANI switched Genisys back from its preferred carrier for InterLATA and IntraLATA Service to NOS/ANI.
503. Genisys did not authorize NOS/ANI to switch its InterLATA and IntraLATA Service provider back to NOS/ANI.
504. The NOS/ANI employee used misleading statements or practices in its attempt to induce Genisys to sign a NOS/ANI LOA.
505. If NOS/ANI obtained Genisys's authorization to switch its carrier to NOS/ANI by convincing Genisys to execute a NOS/ANI LOA, NOS/ANI did so through the use of misleading statements or practices.
506. Genisys did not expressly, knowingly or willingly authorize NOS/ANI to switch its telephone service back to NOS/ANI.
507. On May 9, 2002, Genisys again switched its telephone service from NOS/ANI.

Nelson Engineering

508. Immediately prior to April 17, 2002, Nelson Engineering ("Nelson") was a customer of NOS/ANI d/b/a QuantumLink Communications.
509. On or about April 17, 2002, Nelson's telephone number was 402/241-0340.

510. On or about April 17, 2002, Nelson was located at 108 East Twentythird, S. Sioux City, Nebraska 68776.
511. On or about April 17, 2002, Nelson switched its preferred local service provider from NOS/ANI to Qwest.
512. On or about April 17, 2002, Nelson continued to be a customer of NOS/ANI for InterLATA and IntraLATA Service.
513. On or about April 26, 2002, Nelson switched its InterLATA and IntraLATA Service away from NOS/ANI.
514. During the period April 17 to April 26, 2002, after Nelson had switched its local service provider from NOS/ANI, a NOS/ANI employee contacted Nelson for the purpose of inducing Nelson to switch its service provider back to NOS/ANI.
515. During the contact, the NOS/ANI employee utilized the Winback Script.
516. In the NOS/ANI employee convinced Nelson to sign a NOS/ANI LOA, NOS/ANI intended to use that document as authorization under section 258 of the Act and sections 64.1120(c) and 64.1130 of the Commission's Rules to switch Nelson's service provider back to NOS/ANI.
517. During the period April 17 to April 23, 2002, after Nelson had switched its local service provider from NOS/ANI, Marsha Gibbs, a NOS/ANI employee, contacted Nelson and spoke to Julie Suhr.
518. The audio tape at Attachment H contains a true and accurate recording of a telephone conversation which occurred on or about April 23, 2002 and was

*recorded by NICE between NOS/ANI employee Marsha Gibbs and a representative of former customer Nelson.*

519. Attachment I beginning at page 3 line 2 and continuing to page 15 line 10 is a true and accurate transcript of a telephone conversation which occurred on or about April 23, 2002 and was recorded by NICE between NOS/ANI employee Marsha Gibbs and a representative of former NOS/ANI customer Nelson.
520. After Nelson had switched its local service provider from NOS/ANI, Ms. Gibbs told Ms. Suhr that, before NOS/ANI shut the customer's lines down, she was calling to inform Nelson that the local lines were still billing because the new carrier had not yet switched Nelson over.
521. Ms. Gibbs' statements that she was calling to inform Nelson that before NOS/ANI shut Nelson's lines down, the local lines were still billing to NOS/ANI, and that the new carrier had not yet switched the local lines over, were false.
522. At the time of the statements, Ms. Gibbs knew her statements that she was calling to inform Nelson that, before NOS/ANI shut Nelson's local lines down, that the local lines were still billing, and that the new carrier had not yet switched the local lines over, were false.
523. NOS/ANI Management knew that, at the time of the statements, the statements that Ms. Gibbs was calling Nelson, before NOS/ANI shut Nelson's local lines down, to inform Nelson that the local lines were still billing, and that the new carrier had not yet switched the local lines over, were false.

524. After Nelson had switched its local service provider from NOS/ANI, Ms. Gibbs represented to Ms. Suhr that, if Nelson did not sign a NOS/ANI LOA, NOS/ANI would be keeping Nelson's lines up and running at a liability or risk to NOS/ANI.
525. Ms. Gibbs' statement that, if Nelson did not sign a NOS/ANI LOA, NOS/ANI would be keeping Nelson's lines up and running at a liability or risk to NOS/ANI was false.
526. At the time of the statement, Ms. Gibbs knew that her statement that, if Nelson did not sign a NOS/ANI LOA, NOS/ANI would be keeping Nelson's lines up and running at a liability or risk to NOS/ANI was false.
527. NOS/ANI Management knew that, at the time of the statement, the statement that if Nelson did not sign a NOS/ANI LOA, NOS/ANI would be keeping Nelson's lines up and running at a liability or risk to NOS/ANI was false.
528. After Nelson had switched its local service provider from NOS/ANI, Ms. Gibbs told Ms. Suhr that Nelson had to sign a NOS/ANI LOA by the close of the call to avoid an interruption in service.
529. Ms. Gibbs' statement that Nelson had to sign a NOS/ANI LOA by the close of the call to avoid interruption of service was false.
530. At the time of the statement, Ms. Gibbs knew that her statement that Nelson had to sign a NOS/ANI LOA by the close of the call to avoid interruption of service was false.

531. NOS/ANI Management knew that, at the time of the statement, the statement that Nelson had to sign a NOS/ANI LOA by the close of the call to avoid interruption of service was false.
532. After Nelson had switched its local service provider from NOS/ANI, Ms. Gibbs told Ms. Suhr that a NOS/ANI LOA would be a temporary authorization, effective only until the new carrier had completed the switch to its service.
533. Ms. Gibbs' statement that a NOS/ANI LOA would be a temporary authorization, effective only until the new carrier had completed the switch to its service, was false.
534. At the time of the statement, Ms. Gibbs knew that her statement that a NOS/ANI LOA would be a temporary authorization, effective only until the new carrier had completed the switch to its service, was false.
535. NOS/ANI Management knew that, at the time of the statement, the statement that a NOS/ANI LOA would be a temporary authorization, effective only until the new carrier had completed the switch to its service, was false.
536. Nelson did not authorize NOS/ANI to switch its service provider back to NOS/ANI.
537. Ms. Gibbs used misleading statements or practices in her attempt to induce Nelson to sign a NOS/ANI LOA.
538. If NOS/ANI obtained Nelson's authorization to switch its carrier to NOS/ANI by convincing Nelson to execute a NOS/ANI LOA, NOS/ANI did so through the use of misleading statements or practices.

539. Nelson did not expressly, knowingly or willingly authorize NOS/ANI to switch its telephone service back to NOS/ANI.

The Bank of Yellville

540. Immediately prior to April 3, 2002, The Bank of Yellville ("Yellville") was a customer of NOS/ANI (d/b/a I-Vantage Network).

541. On or about April 3, 2002, Yellville's telephone number was 870/449-4231.

542. On or about April 3, 2002, Yellville mailing address was P.O.B. 325, Yellville, Arkansas 72687.

543. On or about April 3, 2002, Yellville switched its preferred IntraLATA and InterLATA Service provider from NOS/ANI.

544. After Yellville had switched its service provider from NOS/ANI, a NOS/ANI employee contacted Yellville for the purpose of inducing Yellville to switch its service provider back to NOS/ANI.

545. During the contact, the NOS/ANI employee utilized the Winback Script.

546. In the NOS/ANI employee convinced Yellville to sign a NOS/ANI LOA, NOS/ANI intended to use that document as authorization under section 258 of the Act and sections 64.1120(c) and 64.1130 of the Commission's Rules to switch Yellville's telephone service provider back to NOS/ANI.

547. After Yellville had switched its service provider from NOS/ANI, a NOS/ANI employee contacted Yellville and represented that Yellville's new carrier switch was incomplete and that NOS/ANI was still showing call traffic from Yellville.